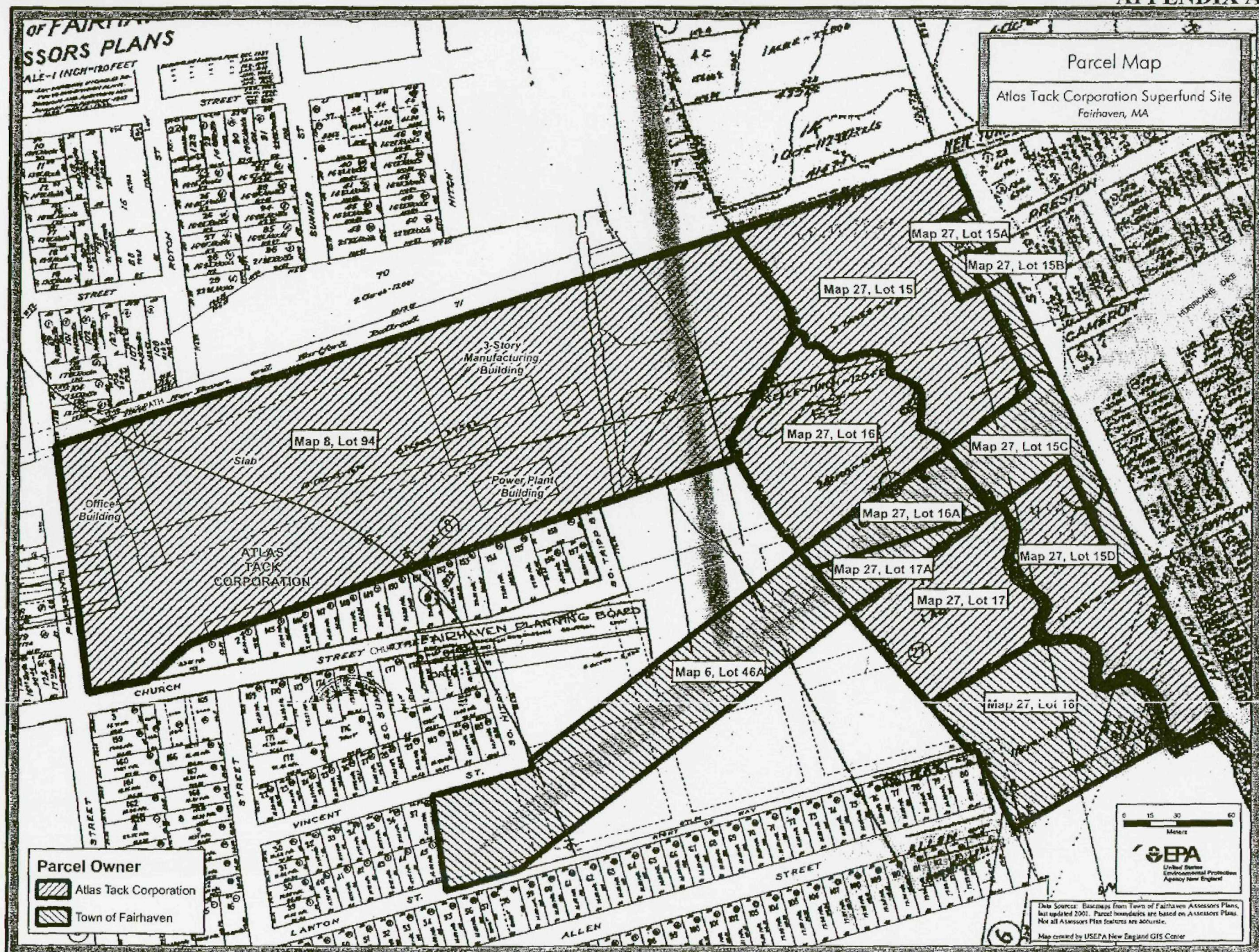
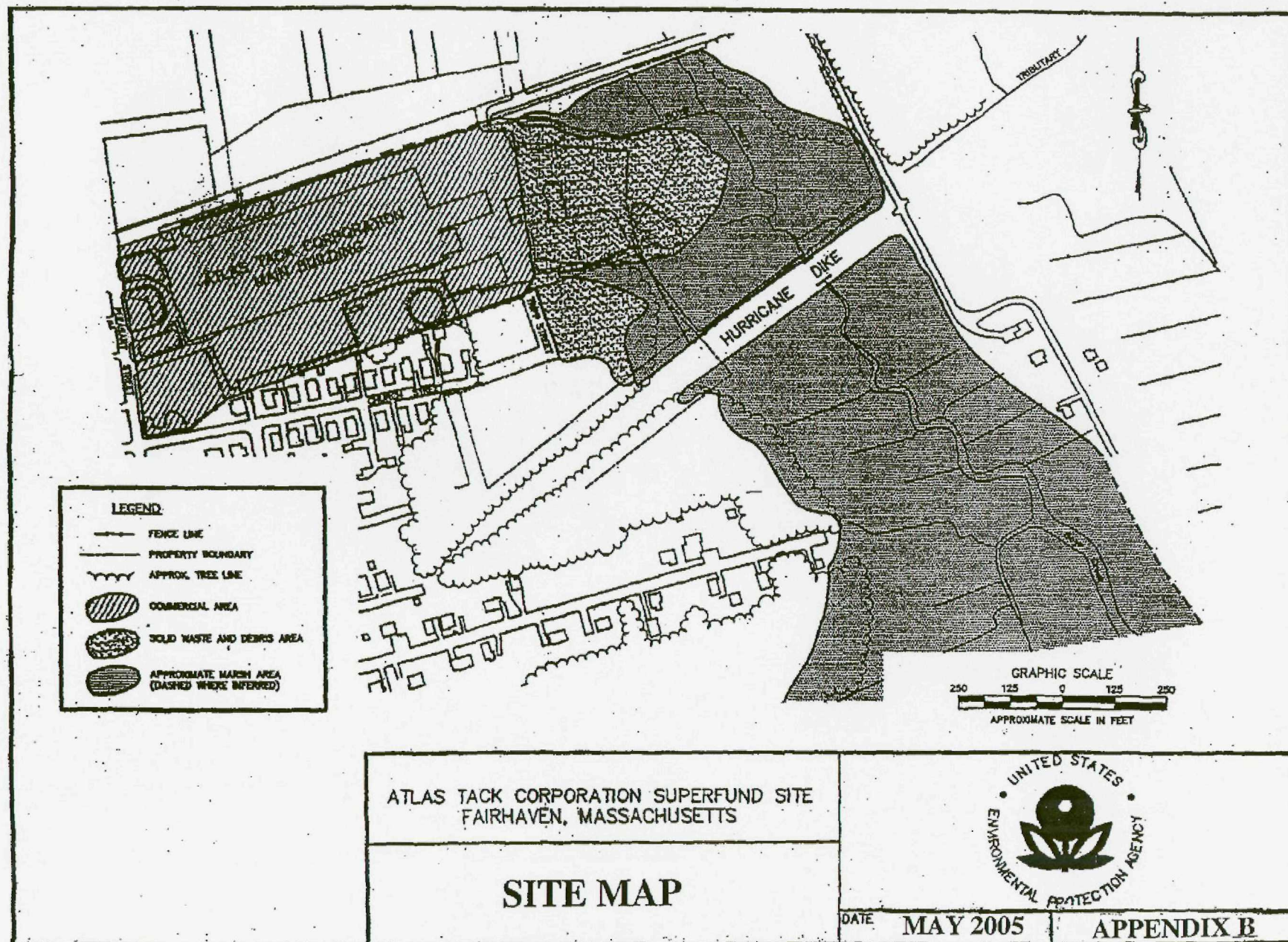


Appendix A



Appendix B



Appendix C

APPENDIX C

SUBORDINATION AGREEMENT

Site Name: Atlas Tack Corporation Superfund Site

DEP Release Tracking No: _____

EPA Identification No: _____

_____, of _____ (Town/City), _____
County, _____ (State), is the holder of a
_____ granted by _____ to _____,
dated _____, recorded with _____ County Registry of
Deeds in Book __, Page __, and/or registered with the Land
Registration Office of _____, County Registry District as
Document No. ____.

_____ hereby assents to the Environmental
Restriction and Easement ("Grant") that was granted by the Atlas
Tack Corporation to the United States dated _____ and recorded
with the _____ County Registry of Deeds in Book __, Page
__, and/or registered with the Land Registration Office of
_____, County Registry District as Document No. __, and
agrees that the _____ shall be subject to the Grant and
to rights created by and under the Grant insofar as the interests
created under the _____ affect the Property identified in
the Grant as if for all purposes the Grant had been executed,
delivered and recorded prior to the execution, delivery and
recordation and/or registration of the _____.

WITNESS the execution hereof under seal this ____ day of
_____, 2005.

Holder

COMMONWEALTH OF MASSACHUSETTS

_____, 2005

_____, ss

Then personally appeared the above named _____ and
acknowledged the foregoing instrument to be his/her free act and
deed before me,

Notary Public:

My Commission Expires:

Appendix D

APPENDIX D

GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT

[Note: This instrument is established as an institutional control for a portion of a federal Superfund site pursuant to a judicial consent decree, as set forth below, and Section 104(j) of CERCLA, 42 U.S.C. § 9604(j), and contains a grant of environmental restriction and easement running to the UNITED STATES on behalf of its ENVIRONMENTAL PROTECTION AGENCY.]

Site Name: Atlas Tack Corporation Superfund Site
Site Location: Fairhaven, Massachusetts
EPA Identification Number: MAD001026319
DEP Release Tracking No.: 4-0068

This GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT (the "Environmental Restriction and Easement" or "ERE") is made as of this ____ day of _____, 2005, by the Atlas Tack Corporation ("Grantor"), a Massachusetts corporation having a principal place of business at 266 Beacon Street, Second Floor, Boston, MA 02116.

W I T N E S S E T H :

WHEREAS, Grantor is the owner in fee simple of five parcels of land located at or in the vicinity of 83 Pleasant Street, Town of Fairhaven, Bristol County, Massachusetts, comprising 22 acres, more or less (the "Property");

WHEREAS, said parcels of land, more particularly bounded and described in Exhibit A attached hereto and made a part hereof, including: Lot 94 - Map No. 8 (approximately 13.6 acres), Lot 16 - Map No. 27 (approximately 2.3 acres), Lot 15 - Map No. 27 (approximately 3.1 acres), Lot 17 - Map 27 (approximately 1.6 acres), and Lot 15D - Map 27 (approximately 1.8 acre), are subject to the terms and conditions of this instrument. The Property is shown on a plan entitled "_____" prepared by _____, dated _____, [recorded and/or registered herewith] [recorded and/or registered in the Bristol County Registry of Deeds/Land Registration Office in Plan Book _____, Plan _____, or as Land Court Plan No. _____]; [Note: In the actual Grant, the Property will need to be identified by both

a metes and bounds legal description and by a surveyed plan recorded separately.]

WHEREAS, the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, a duly constituted agency organized under the laws of the United States of America and having a regional office at One Congress Street, Suite 1100, Boston, Massachusetts 02114-2023 ("EPA"), has identified a Superfund site, known as the "Atlas Tack Corporation Superfund Site" (the "Site"), as a result of the release of hazardous substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. 9601 et seq., and consequently placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appdx. B, by publication in the Federal Register on February 21, 1990, pursuant to Section 105 of CERCLA, 42 U.S.C. 9605;

WHEREAS, EPA regulates activities at disposal sites pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. 300.400, et seq., as amended (the "NCP");

WHEREAS, the Property is situated within the Site;

WHEREAS, EPA, with the concurrence of the Massachusetts Department of Environmental Protection ("DEP"), has specified certain response actions for the Site in a Record of Decision dated March 10, 2000 (the "Remedial Action");

WHEREAS, EPA has not yet fully implemented the Remedial Action;

WHEREAS, EPA has determined that certain easements, rights, obligations, covenants and restrictions, as more particularly set forth below, are necessary at the Property to conduct the Remedial Action;

WHEREAS, Grantor has entered into a consent decree in connection with the Site with the United States in United States v. Atlas Tack Corporation and M. Leonard Lewis, Civil Action No. 03-CV-11601 and Atlas Tack Corporation v. Town of Fairhaven, No. 01-CV-10501, entered by the United States District Court for the District of Massachusetts on [date] (the "Consent Decree"), a copy of which is available from:

U.S. Department of Justice
Environmental Enforcement Section
Consent Decree Library
1120 G. Street, N.W.
4th Floor
Washington, D.C. 20005
Reference: DOJ Number 90-11-3-06890

WHEREAS, pursuant to the Consent Decree, Grantor has agreed, *inter alia*, to grant the aforesaid easements, rights, obligations, covenants and restrictions, as more particularly set forth below, to the United States, on behalf of EPA, and its assigns;

NOW, THEREFORE, pursuant to the terms of the Consent Decree and in consideration of the United States's agreement to settle certain of its claims against Grantor pursuant thereto, the receipt and sufficiency of which consideration is hereby acknowledged, Atlas Tack Corporation, does hereby COVENANT AND DECLARE that the Property shall be subject to the restrictions on activity and use set forth below, and does GIVE, GRANT AND CONVEY to THE UNITED STATES, with QUITCLAIM COVENANTS, (1) the perpetual right to enforce said activity and use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

Said Environmental Restriction and Easement, or ERE, is subject to the following terms and conditions:

1. Definitions.

A. "Grantee" shall mean the United States until such time as the United States assigns this ERE to the Massachusetts Department of Environmental Protection ("DEP"), as required by Section 104(j) of CERCLA, 42 U.S.C. § 9604(j), at which time DEP shall become the Grantee.

B. "Grantor" shall mean the Atlas Tack Corporation until such time as the Atlas Tack Corporation transfers the Property to some other person, at which time such person shall become the Grantor.

B. "Area A" shall mean the portion of the Property described at Exhibit B (with a metes and bounds description as well as a survey plan depicting this

area) [this will be the portion of Map 8, Lot 94, that is identified as the Commercial Area in the ROD].

C. "Area B" shall mean the portion of the Property shown at Exhibit B (with a metes and bounds description as well as a survey plan depicting this area) [this will include the remaining portion of Map 8, Lot 94, as well as all of Map 27, Lot 16].

2. Purpose. It is the purpose of this ERE to establish covenants and restrictions and to convey to Grantee real property rights involving access and enforcement, all of which shall run with the land, to facilitate the remediation of environmental contamination, and to protect human health and the environment by reducing the risk of exposure to contaminants.

3. Restricted Activities and Uses. Except as provided in Paragraph 4 ("Permitted Activities and Uses") and/or Paragraph 6 ("Emergency Excavation"), Grantor shall not perform, suffer, allow or cause any person to perform any of the following activities or uses in, on, upon, through, over or under Area A or Area B or portions thereof:

A. Area A

- i. withdrawal, consumption, exposure or utilization of groundwater, for any purpose;
- ii. excavation, drilling or otherwise disturbing the soil, for any purpose;
- iii. cultivation of plants or crops for human consumption;
- iv. residential or recreational activity or use; or
- v. any use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the remedial measures performed and/or to be performed at the Site in accordance with the ROD; including without limitation phytoremediation, groundwater monitoring wells, and/or as said remedial measures are shown on the as-built plans or other equivalent plans developed or to be

developed for the Remedial Action and retained on file at EPA and DEP.

B. Area B

- i. withdrawal, consumption, exposure or utilization of groundwater, for any purpose;
- ii. excavation, drilling or otherwise disturbing the soil, for any purpose;
- iii. cultivation of plants or crops for human consumption;
- iv. residential, recreational, commercial, or industrial activity or use; or
- v. any use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the remedial measures performed and/or to be performed at the Site in accordance with the ROD; including without limitation phytoremediation, groundwater monitoring wells, and/or as said remedial measures are shown on the as-built plans or other equivalent plans developed or to be developed for the Remedial Action and retained on file at EPA and DEP.

4. Permitted Activities and Uses. Grantor expressly reserves the right to perform, suffer, or allow, or to cause any person to perform any activity or use in, on, upon, through, over, or under Area A or Area B that is not restricted by the provisions of this instrument. In addition, Grantor may perform, suffer, allow or cause any person to perform the following uses and activities, subject to the conditions set forth below, in, on, upon, through, over or under Area A or Area B or portions thereof:

A. notwithstanding the restriction on activity and use set forth in Subparagraph 3.A.ii and 3.B.ii., above, excavation of soil shall be permitted subject to the following conditions:

- i. If EPA has not assigned this ERE to the DEP:

a. Grantor shall submit to Grantee a proposed plan for conducting the activity and shall obtain Grantee's prior written approval before conducting the activities described in the proposed plan;

b. in the event that such excavation will result in the removal of any trees, Grantor's proposed plan shall include a map showing the location of any trees to be removed;

c. Grantor shall conduct the excavation and associated activities in accordance with any conditions Grantee may deem necessary to prevent any interference or adverse effect in the implementation, integrity, protectiveness or operation of the response activities performed and/or to be performed at the Site; and

d. the area of excavation shall be restored to the original surface grade immediately upon completion of the activity for which the excavation was performed or to some alternative surface grade upon approval by Grantee.

ii. If EPA has assigned this ERE to the DEP:

a. the excavation shall be conducted in a manner that at a minimum assures protection of human health and the environment in accordance with CERCLA and the NCP, including without limitation assurance of worker health and safety;

b. the top twenty-four (24) inches of excavated soil shall be segregated from soil excavated from below twenty-four (24) inches of the surface;

c. segregated soils shall be properly and safely managed and, upon completion of the permitted activity or use, shall be returned to their original depth or sampled and disposed of off-site, in accordance with all applicable laws, regulations and ordinances; and

d. Grantor shall obtain prior approval for such excavation and, if necessary, disposal, in accordance with the following:

(1). Grantor shall engage a licensed Hazardous Waste Site Cleanup Professional, pursuant to M.G.L. c. 21A and 309 C.M.R. §§ 1.0 to 8.0 ("LSP"), or other appropriately trained and licensed professional with the written approval of Grantee, who shall ensure that the conditions set forth in Subparagraphs 4.A.ii.a, 4.A.ii.b, and 4.A.ii.c are met;

(2). Grantor shall describe the proposed excavation in writing and the LSP or other professional shall make a written determination as to whether a health and safety plan, soil management plan or any other plan is necessary in order to ensure that the conditions set forth in Subparagraphs 4.A.ii.a, 4.A.ii.b, and 4.A.ii.c are met;

(3). Grantor shall file the description of the proposed excavation and the LSP's or other professional's determination with Grantee at least thirty (30) days in advance of performing the proposed excavation;

(4). if either the LSP (or other professional), or Grantee in its sole and unreviewable discretion, requires a health and safety plan, soil management plan, and/or any other plan, then Grantor shall prepare and file all such plans with Grantee at least thirty (30) days in advance of performing the proposed excavation; and

(5). unless Grantee, in its sole and unreviewable discretion, within thirty (30) days of receipt of Grantor's submittal(s), otherwise requires or notifies Grantor to the contrary, then

Grantor may proceed with the proposed excavation in accordance with the submitted description and plans, if any, without further approval from Grantee; provided, however, that if the proposed excavation would result in a permanent modification to the Remedial Action including, without limitation, any of the restrictions set forth in this instrument, then, upon request of Grantee, Grantor shall, in accordance with the requirements of Paragraph 13 ("Amendment and Release"), submit to Grantee an amendment to this instrument, obtain from Grantee written approval of the amendment, and record the amendment.

B. notwithstanding the restriction on activity and use set forth in Subparagraphs 3.A.iv and 3.B.iv, above, recreational activity and use shall be permitted after the Remedial Action has been completed, subject to the following conditions:

i. the recreational activity or use shall be conducted in a manner that at a minimum assures protection of human health and the environment in accordance with CERCLA and the NCP; and

ii. Grantor shall obtain prior approval for such recreational activity or use in accordance with the following:

a. Grantor shall engage a licensed Hazardous Waste Site Cleanup Professional, pursuant to M.G. L. c. 21A and 309 C.M.R. §§ 1.0 to 8.0 ("LSP"), or other appropriately trained and licensed professional with the written approval of Grantee, who shall ensure that the condition set forth in Subparagraph 4.B.i is met;

b. Grantor shall describe the proposed recreational activity or use in writing and the LSP or other professional shall make a written determination as to whether a risk assessment and/or any plan is necessary in order to ensure that the condition set forth in Subparagraph 4.B.i is met;

c. Grantor shall file the description of the proposed recreational activity or use and the LSP's or other professional's determination with Grantee at least thirty (30) days in advance of performing the proposed recreational activity or use;

d. if either the LSP (or other professional), or Grantee in its sole and unreviewable discretion, requires a risk assessment and/or any plan, then Grantor shall prepare and file the risk assessment and any such plan with Grantee at least thirty (30) days in advance of performing the proposed recreational activity or use; and

e. unless Grantee, in its sole and unreviewable discretion, within thirty (30) days of receipt of Grantor's submittal(s), otherwise requires or notifies Grantor to the contrary, then Grantor may proceed with the proposed recreational activity or use in accordance with the submitted description and plan, if any, without further approval from Grantee; provided, however, that if the proposed recreational activity or use would result in a permanent modification to the Remedial Action including, without limitation, any of the restrictions set forth in this instrument, then, upon request of Grantee, Grantor shall, in accordance with the requirements of Paragraph 14 ("Amendment and Release"), submit to Grantee an amendment to this instrument, obtain from Grantee written approval of the amendment, and record the amendment.

5. Applicability. The restrictions set forth in Paragraph 3 ("Restricted Activities and Uses") shall not apply to any response action undertaken by EPA or DEP, or their respective agents, representatives, contractors, subcontractors or employees, pursuant to CERCLA or the Massachusetts Oil and Hazardous Materials Release, Prevention, and Response Act, M.G.L. c. 21E ("Chapter 21E"), and their respective implementing regulations.

6. Emergency Excavation. In the event that it becomes necessary to excavate a portion of Area A or Area B, as part of a response to an emergency (e.g., emergency repair of utility lines or responding to fire or flood), the activity and use restriction

provisions of Paragraph 3 ("Restricted Activities and Uses") which would otherwise restrict such excavation, shall be temporarily suspended with respect to such excavation for the duration of such response, provided that Grantor:

A. Notifies the EPA Office of Emergency Planning and Response and the DEP Southeast Regional Office Emergency Response Section, or such other party as EPA or DEP may identify in writing to Grantor, of such emergency as soon as possible but no more than two (2) hours after having learned of such emergency;

B. Limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

C. Implements all measures necessary to limit actual or potential risk to the public health and environment arising from the emergency and the response thereto;

D. Undertakes precautions to minimize exposure to on-site workers and neighboring individuals and residents of the Site to the hazardous material;

E. Manages and disposes of any soil removed from below surface grade in accordance with the following:

i. secures all such excavated soil with a tarp or other appropriate protective device, and replaces all such soil so that the surface grade is restored to its pre-excavation level; or

ii. manages and disposes of all such soil in accordance with the opinion of a Licensed Site Professional or other appropriately trained and licensed professional; and

F. Engages an LSP or other appropriately trained and licensed professional to oversee the implementation of the excavation and associated activities in accordance with the terms of this Paragraph 6 ("Emergency Excavation"), and to prepare and oversee the implementation of a written plan which, in said professional's opinion, will restore the Property to its condition prior to the emergency; said plan to be promptly prepared and implemented; a copy of said plan to be submitted to EPA and DEP within ten (10) days of its implementation, with a statement from said professional that the Property has been restored to said condition; further

provided that in cases where only minimal excavation has occurred such that there has been no significant impact on the protectiveness of the Remedial Action or where there otherwise has been no significant impact on the Remedial Action, Grantor may request Grantee to allow the Grantor to prepare and submit the plan and statement, without engaging the services of the otherwise required professional.

7. Grant of Easements. In establishing this ERE, Grantor hereby grants to Grantee, its agents, representatives, contractors, subcontractors and employees a perpetual easement to pass and repass in, on, upon, through, across, over and under the Property, for the following purposes:

A. Inspecting the Property to insure compliance with and fulfillment of the terms of this instrument; and

B. Conducting the Remedial Action including, without limitation:

i. the removal of contaminated soil and/or sediment;

ii. the treatment of any contaminated soil and/or sediment;

iii. the placement of any such treated soil and/or sediment on the Property;

iv. conducting subsurface investigations;

v. installing groundwater monitoring wells and extraction wells;

vi. surveying;

vii. obtaining samples; and

viii. determining whether additional restrictions are necessary;

C. Assessing the need for, planning, or implementing other response actions at the Site;

D. Verifying any data or information submitted to EPA or DEP;

E. Conducting investigations relating to contamination at or near the Site;

F. Performing any necessary operations and maintenance activities; and

G. Conducting other investigations and response activities related to the Site consistent with CERCLA, the NCP, Chapter 21E, the Massachusetts Contingency Plan, 310 C.M.R. 40.0000, and/or other applicable state or federal environmental regulations.

8. Construction and Severability.

A. This instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA and/or Chapter 21E.

B. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that such provision is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included. Such modifications and deletions shall be deemed effective as of the date of the determination of the court or other tribunal. In either case, the remaining provisions of this instrument shall remain in full force and effect.

9. Enforcement. Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All reasonable costs and expenses of Grantee, including, but not limited to, attorney's fees, incurred in any such enforcement action shall be borne by Grantor. Upon written request, Grantor shall also reimburse the United States and the Commonwealth of Massachusetts for any costs incurred in modifying or removing any improvements constructed in violation of the restrictions in this instrument or incurred in repairing any damage caused to the Remedial Action as a result of a violation of the restrictions in this instrument. All rights and remedies available hereunder shall be in addition to, but not in lieu of, any and all rights and remedies at law or in equity, including CERCLA or Chapter 21E, and/or pursuant to the terms of the Consent Decree, which rights and remedies Grantee fully reserves, except to the extent such rights are limited by the Consent Decree. Enforcement of the terms of this instrument shall be at

the discretion of Grantee, and any forbearance, delay or omission in exercising its rights under this instrument shall not be deemed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument.

10. Self-Executing. This instrument is intended, and is hereby declared to be self-executing, and shall not be deemed or construed to be personal or executory (within the meaning of any provision of the Federal Bankruptcy Code or similar law of any jurisdiction whether now existing or hereafter arising).

11. Provisions to Run With the Land. The land use restrictions and access rights provided herein establish certain rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property for the term of this instrument, as applicable thereto, and any portion thereof, and shall inure to the benefit of Grantee and its assigns and be binding upon Grantor and all parties claiming by, through or under Grantor. Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Property, or any portion thereof, subject to these land use restrictions and access rights; provided, however, that a violation of these land use restrictions and access rights shall not result in a forfeiture or reversion of Grantor's title to the Property.

12. Concurrence Presumed. It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth; and

B. Grantor and all such parties agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the land use restrictions and access rights herein established shall be adhered to and not violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

13. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this instrument, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or

any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed after the date hereof.

14. Amendment and Release.

A. Grantor may amend this instrument only with the prior, written approval of Grantee. All amendments shall include Grantee's signed approval and shall become effective upon filing or recordation with the appropriate Land Registration Office and/or Registry of Deeds.

B. Grantor may propose to Grantee an amendment of an activity or use restriction set forth in Paragraph 3 ("Restricted Activities and Uses") or of a permitted use set forth in Paragraph 4 ("Permitted Activities and Uses"). This instrument shall be deemed amended if Grantee approves such amendment and such amendment is recorded with the appropriate Land Registration Office and/or Registry of Deeds.

C. Release. This instrument may be released, in whole or in part, by Grantee in Grantee's sole discretion, and in accordance with CERCLA and the NCP and, to the extent applicable, Chapter 21E and the Massachusetts Contingency Plan, 310 C.M.R. 40.0000. This instrument shall not be deemed released unless and until Grantee, its successors and assigns, and/or any other party claiming under Grantee, have released their respective interests. Said release shall become effective upon its filing or recordation with the appropriate Land Registration Office and/or Registry of Deeds.

D. If the Grantor requests that the Grantee agree to an amendment or to a release (in whole or in part) of this instrument based upon changed circumstances including, without limitation, new analytic or engineering data or additional remediation that Grantee proposes to perform, Grantor shall provide such information as Grantee may require for review of such a request. In addition to any other information that Grantee may request, if Grantor seeks to have certain restrictions amended or released, Grantor shall provide to Grantee a risk assessment prepared by a licensed Hazardous Waste Site Cleanup Professional, pursuant to M.G.L. c. 21A and 309 C.M.R. §§ 1.0 to 8.0 ("LSP"), or other appropriately trained and licensed professional with the written approval of Grantee, demonstrating that such restriction is not needed for the protection of human health

or to avoid interference with the Remedial Action. If Grantee approves the request for an amendment or release that includes a proposal by Grantor to perform additional remediation, any such amendment or release shall be recorded only after Grantor has demonstrated to Grantee that such additional remediation has been implemented.

E. Grantor and Grantee contemplate that Grantor will request, at a minimum, that the Grantee agree to an amendment or to a release of that portion of Area A that includes (i) the two-story office building ("Office Building"), (ii) the property between the Office Building and Pleasant Street, (iii) the property between the Office Building and Church Street, and (iv) the property between the Office Building and the bike path, and that such request will be subject to and reviewed pursuant to Paragraph 14(D).

F. Recordation and/or Registration. Grantor hereby agrees to file or record any amendment to and/or release of this instrument, or other document created pursuant to this instrument for which filing or recording is required, with the appropriate Land Registration Office and/or Registry of Deeds within thirty (30) days of the date of having received from Grantee any such fully executed amendment or release. No more than thirty (30) days from the date of filing or recording, Grantor shall provide to Grantee a certified Registry copy of the amendment and/or release. At that time, or as soon as practicable thereafter, Grantor shall provide Grantee with a copy of the amendment or release, as recorded, certified by the Registry of Deeds or the Land Registration Office, as the case may be. Grantor shall pay any and all recording fees, land transfer taxes and other such transaction costs associated with any such amendment or release.

G. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. § 40.1403(7), as amended, and within thirty (30) days after recording and/or registering any such amendment, release, or other such document, Grantor shall: (i) provide the Town of Fairhaven's Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such recorded and/or registered amendment, release or other such document; (ii) publish a legal notice indicating the recording and/or registering of such amendment, release or other such document, and including the information described in 310 C.M.R. § 40.1403(7)(b)(1), in a newspaper which circulates in the Town of Fairhaven; and (iii) provide

copies of said legal notice to EPA and DEP within seven (7) days of its publication.

15. No Dedication Intended. Nothing herein set forth shall be construed to be a gift or dedication of the Property to Grantee, its assigns or to the general public for any purpose whatsoever.

16. Term. This instrument shall run with the land in perpetuity and is intended to conform to the exception for "other restrictions held by any governmental body" set forth in clause (c) of the first paragraph of M.G.L. c. 184, § 26, as amended. and, if assigned to DEP, with Chapter 21E, § 6, as amended.

17. Rights Reserved.

A. It is expressly agreed that acceptance of this instrument by Grantee or its assignment shall not operate to bar, diminish, or in any way affect any legal or equitable right of Grantee or its assigns to issue any future order or take response action with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which Grantee or its assigns may otherwise possess with respect thereto.

B. Nothing in this instrument shall limit or otherwise affect the rights of EPA or DEP to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

C. Nothing in this instrument shall waive such liability as Grantor may otherwise have for releases or threats of release of hazardous substances, oil or hazardous materials occurring as a result of Grantor's exercise of any of its rights hereunder, nor shall excuse compliance with CERCLA, Chapter 21E, or any other applicable federal, state or local laws, regulations or ordinances.

18. Assignment. This instrument, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be assignable by Grantee, in whole or in part, at any time. Any assignment to DEP shall only be effective upon written approval by the Commissioner of DEP, pursuant to Chapter 21E, § 6, as amended.

19. Submissions and Notices. Grantor shall submit a separate copy of any submissions or notices made pursuant to this

instrument to both EPA and DEP at the following addresses, by first class mail, postage prepaid:

A. to EPA:

U.S. Environmental Protection Agency
MA Superfund Section
Office of Site Remediation and Restoration
One Congress Street
Suite 1100, HBO
Boston, MA 02114-2023

B. to DEP:

Department of Environmental Protection
Bureau of Waste Site Cleanup, 7th Floor
One Winter Street
Boston, MA 02108

Attention: Project Manager for Atlas Tack
Corporation Superfund Site

or as otherwise provided in writing by EPA or DEP.

20. Agency Review and Comment. Prior to responding to any request for approval or taking any other action pursuant to this instrument, the approving or acting agency, whether EPA or DEP (after assignment from EPA to DEP), shall first provide the other agency with a reasonable opportunity to review and comment upon the requested approval or proposed action.

21. Interpretation of Words. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

22. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the United States and of the Commonwealth of Massachusetts, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

23. Effective Date. This instrument shall become effective upon its recordation and/or filing with the appropriate Registry of Deeds or Land Registration Office. Grantor shall provide Grantee and DEP with a certified Registry copy of this instrument within thirty (30) days of its recordation and/or filing. At

that time, or as soon as practicable thereafter, Grantor shall provide Grantee and DEP with a copy of this instrument, as recorded, certified by the Registry of Deeds or the Land Registration Office, as the case may be.

As this instrument is granted to the United States, no Massachusetts deed excise tax stamps are affixed hereto, none being required by law (M.G.L. Chapter 64D, Section 1, as amended).

WITNESS the execution hereof under seal this _____ day of _____, 2005.

GRANTOR:

Atlas Tack Corporation

By: _____

(print name)

Its: _____

(print title)

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2005

Then personally appeared the above-named _____, [insert title], as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed, and the free act and deed of the said Atlas Tack Corporation, before me,

Notary Public:

My Commission Expires:

[Seal]

Pursuant to the Consent Decree and in accordance with Section 104(j) of CERCLA, 42 U.S.C. § 9604(j), as amended, the Regional Administrator, Region One, of the United States Environmental

Protection Agency agrees to and accepts this Grant of
Environmental Restriction and Easement.

Robert W. Varney
Regional Administrator
EPA Region 1

Date: _____

Upon recording, return to:

Exhibit A

[plan of land and legal description (metes and bounds) of the
Property]

Exhibit B

[plan of land and legal description (metes and bounds) of Area A
and Area B]

Appendix E1

AGREEMENT BY TRI-VILLA TRUST TO PROVIDE DEED OF TRUST

WHEREAS, this agreement is entered into by the Atlas Tack Corporation ("Atlas"), M. Leonard Lewis ("Lewis"), Tri-Villa Trust ("Tri-Villa"), and the United States of America ("United States").

WHEREAS, pursuant to Paragraph 5 of the consent decree in United States v. Atlas Tack Corporation, 03 CV 11601 WGY (D. Mass.) and Atlas Tack Corporation v. Town of Fairhaven, 01 CV 10501 WGY (D. Mass.) ("Consent Decree"), Atlas and Lewis are obligated to make payments to the United States in the total principal amount of \$2,335,000 plus Interest (as defined in the Consent Decree), minus the Credit Amount (as defined in the Consent Decree), in six installments to be paid over a two-year period, as follows:

- \$100,000 (plus accrued Interest) thirty days from the Date of Entry (as defined in the Consent Decree),
- \$525,000 (plus accrued Interest) three months from the Date of Entry,
- \$375,000 (plus accrued Interest) six months from the Date of Entry,
- \$445,000 (plus accrued Interest) twelve months from the Date of Entry,
- \$445,000 (plus accrued Interest) eighteen months from the Date of Entry,
- \$445,000 (plus accrued Interest), minus the Credit Amount, twenty-four months from the Date of Entry.

WHEREAS, pursuant to Paragraph 24 of the Consent Decree, Atlas and Lewis are required to immediately pay all remaining installments and interest if Atlas and Lewis fail to make any of the required installment payments.

WHEREAS, the payment obligations of Paragraphs 5 and 24 of the Consent Decree shall be referred to herein as the "Payment Obligations."

WHEREAS, Tri-Villa was established by a Declaration of Trust executed on or about September 22, 1987.

WHEREAS, Tri-Villa covenants that it is lawfully seized of the three parcels of land located at 1350 Ladera Circle, Palm Springs, California 92262, as described in more

detail at Exhibit A hereto, which were transferred to it by deed recorded on October 28, 1987 as Instrument No. 310299 of Official Records of the office of the County Recorder of Riverside County, California, and which shall be referred to herein as the Property.

WHEREAS, Tri-Villa has represented to the United States that, through the date of its execution of this Agreement, it has paid all past due taxes and assessments with respect to the Property.

WHEREAS, Tri-Villa has represented to the United States that, to the best of its information and belief, there were no mortgages, deeds of trust, liens or other encumbrances on the Property at the time it executed this Agreement, except for a deed of trust currently held by Mellon Bank, dated October 20, 1987, recorded on October 28, 1987 as Instrument No. 310300 of Official Records, at the office of the County Recorder of Riverside County, California, which secures an obligation that currently is in the amount of about \$225,000.

WHEREAS, Tri-Villa has also represented to the United States that the deed of trust held by Mellon Bank does not prohibit Tri-Villa from further encumbering the Property.

WHEREAS, the Payment Obligations are to be secured by a deed of trust on the Property (the "Deed of Trust"), as set forth herein.

WHEREAS, this Agreement is to be appended to the Consent Decree as a part of Appendix E.

WHEREAS, Ann Marie Lewis and Barbara E. Lewis Rubin, the Trustees of Tri-Villa, represent that they are fully empowered and authorized to mortgage and pledge the Property to secure the Payment Obligations.

NOW THEREFORE, in consideration of the foregoing and for other good and sufficient consideration to each of the parties hereto, Tri-Villa, Atlas, Lewis and the United States hereby agree as follows:

1. Tri-Villa, within 30 days of the Court's approval of the Consent Decree, shall record with the office of the County Recorder of Riverside County, California, a Deed of Trust, in the form attached hereto as Exhibit B, to secure the payment by Lewis and Atlas of the Payment Obligations to the United States and shall, within 15 days of recording the Deed of Trust, provide to Lewis, Atlas and the United States a certified copy of the recorded Deed of Trust showing the clerk's recording stamps. Within 30 days of recording the Deed of Trust, Tri-Villa shall provide to Lewis, Atlas and the United States a certified copy of the recorded Deed of Trust evidencing the stamped registry book and page number or other final recording information.

2. Tri-Villa agrees that it will not transfer, convey, sell or encumber the Property or any interest in the Property, from the date that it executes this Agreement until after it has recorded the Deed of Trust pursuant to Paragraph 1.

3. Tri-Villa agrees that it will pay all taxes and assessments on the Property in a timely manner from the date that it executes this Agreement until such time as the United States discharges the Deed of Trust pursuant to the terms of Paragraph 5 below.

4. Tri-Villa agrees and consents to the sale at public auction of the Property in the event that Atlas and Lewis fail to fully satisfy the Payment Obligations and to the use of the proceeds from the sale of the Property toward satisfying the Payment Obligations.

5. Within 30 days of the date that Atlas and Lewis have fully satisfied the Payment Obligations, the United States will so inform the Trustee and will submit to the Trustee a request for full reconveyance, as provided for in the Deed of Trust attached hereto.

6. If any person loans funds to or for the use of Atlas or Lewis that are used to pay all or a portion of the Payment Obligations and such loan(s) is/are secured or partly secured by the Property, the United States agrees to subordinate its rights under the Deed of Trust to such security interest(s), and to direct the Trustee to subordinate its rights

under the Deed of Trust to such security interest(s), but only in an amount equal to the sum of (a) the amount of the loan proceeds that are used to pay the United States in order to satisfy all or a portion of the Payment Obligations and (b) the reasonable closing costs in connection with such loan transaction(s).

7. If the United States determines, based on a title search conducted at any time prior to 60 days after the recording of the Deed of Trust, that any mortgage, deed of trust, lien, or other encumbrance was placed on the Property prior to the recording of the Deed of Trust (other than the deed of trust held by Mellon Bank referred to above) and that such mortgage, deed of trust, lien or other encumbrance would in any way diminish the value of the security interest obtained by the United States pursuant to the Deed of Trust or would otherwise affect the rights of the United States pursuant to the Deed of Trust, Atlas and Lewis shall, if the United States so requests, either (1) cause the holders of such prior interests to subordinate such interests to the Deed of Trust within 60 days of the United States's request or (2) cause the owners of an alternative property approved by the United States, having a value (net of any encumbrances) equal to or greater than the value of the Property (excluding any encumbrances other than the deed of trust held by Mellon Bank referred to above), to provide a deed of trust with respect to such property, to secure the Payment Obligations, within 90 days of the United States's request.

8. Nothing contained in this agreement amends or alters any provision of the Deed of Trust attached hereto as Exhibit B.

ASSENTED TO:

TRI-VILLA TRUST

by:

~~Barbara E. Lewis~~
Trustee
Tri-Villa Trust

08/02/05
~~Signature~~ Date

and not individually

Barbara E. Lewis Rubin
Trustee
Tri-Villa Trust

Trustee and not individually 8/2/05
Date

ATLAS TACK CORPORATION

by:

M. Leonard Lewis
President
Atlas Tack Corporation

President and not individually
Date Aug 2 2005

M. LEONARD LEWIS

M. Leonard Lewis

Aug 2 2005
Date

UNITED STATES OF AMERICA:

Sue Ellen Wooldridge
Assistant Attorney General
Environment and Natural Resources Division

Donald G. Frankel
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
Department of Justice
One Gateway Center, Suite 616
Newton, MA 02458
(617) 450-0442

12/9/05
Date

EXHIBIT A

DESCRIPTION OF PROPERTY

The property located at 1350 Ladera Circle, Palm Springs, California 92262, together with all improvements erected thereon, more particularly described as follows:

Parcel 1: Lots 24 and 25 of Vista Las Palmas No. 1, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 32, page 45 of Maps, in the office of the County Recorder of said County.

Parcel 2: Lot 18 of Vista Las Palmas No. 2, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 32, page 72 of Maps, in the office of the County Recorder of said County.

EXHIBIT B

DEED OF TRUST TO BE RECORDED BY TRI-VILLA TRUST

RECORDING REQUESTED BY

Donald G. Frankel
Trial Attorney
U.S. Department of Justice
Suite 616
Newton, MA 02458

AND WHEN RECORDED MAIL TO

Donald G. Frankel
Trial Attorney
U.S. Department of Justice
Suite 616
Newton, MA 02458

DEED OF TRUST

This DEED OF TRUST, made _____, between **THE TRI-VILLA TRUST**, a Massachusetts trust, herein called TRUSTOR, whose address is 266 Beacon Street, Second Floor, Boston MA 02116

FIRST AMERICAN TITLE COMPANY, a California Corporation, herein called TRUSTEE, and

THE UNITED STATES OF AMERICA, herein called BENEFICIARY or UNITED STATES,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property located in the County of Riverside, California, at 1350 Ladera Circle, Palm Springs, California 92262, together with all improvements now or hereafter erected thereon (including all replacements and additions), more particularly described as follows:

Parcel 1: Lots 24 and 25 of Vista Las Palmas No. 1, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 32, page 45 of Maps, in the office of the County Recorder of said County.

Parcel 2: Lot 18 of Vista Las Palmas No. 2, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 32, page 72 of Maps, in the office of the County Recorder of said County.

For the Purpose of Securing (1) the obligations of the Atlas Tack Corporation ("Atlas") and M. Leonard Lewis ("Lewis") to make payments to the United States as set forth in Paragraphs 5 and 24 of the consent decree in United States v. Atlas Tack Corporation, 03 CV 11601 WGY (D. Mass.) and Atlas Tack Corporation v. Town of Fairhaven, 01 CV 10501 WGY (D. Mass.) ("Consent Decree"), entered by the United States District Court for

the District of Massachusetts on _____, 2005 (the "Payment Obligations") and (2) the performance of each agreement of the Trustor contained herein.

To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (3) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

- (4) To pay immediately and without demand all sums so expanded by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That upon default by Atlas/Lewis in the payment of any of their Payment Obligations or by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee

and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(7) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(8) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to the address of Trustor set forth above. A COPY OF ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW ADDRESS MUST BE RECORDED.

Ann Marie Lewis, Trustee of Tri-Villa Trust

Date

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF)
)
COUNTY OF)

On _____ before me, _____, personally appeared Ann Marie Lewis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WHEREAS my hand and official seal.

(Signature of Notary Public)

Barbara E. Lewis Rubin, Trustee of Tri-Villa Trust

Date

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)

)

COUNTY OF)

On _____ before me, Barbara E. Lewis Rubin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

WHEREAS my hand and official seal.

(Signature of Notary Public)

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE COMPANY

The undersigned is the legal owner and holder of the indebtedness secured by the foregoing Deed of Trust. Said indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust. The Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

Appendix E2

AGREEMENT BY AMORY PACIFIC, LLC TO PROVIDE MORTGAGE

WHEREAS, this agreement is entered into by the Atlas Tack Corporation ("Atlas"), M. Leonard Lewis ("Lewis"), Amory Pacific, LLC ("AP"), and the United States of America ("United States").

WHEREAS, pursuant to Paragraph 5 of the consent decree in United States v. Atlas Tack Corporation, 03 CV 11601 WGY (D. Mass.) and Atlas Tack Corporation v. Town of Fairhaven, 01 CV 10501 WGY (D. Mass.) ("Consent Decree"), Atlas and Lewis are obligated to make payments to the United States in the total principal amount of \$2,335,000 plus Interest (as defined in the Consent Decree), minus the Credit Amount (as defined in the Consent Decree), in six installments to be paid over a two-year period, as follows:

- \$100,000 (plus accrued Interest) thirty days from the Date of Entry (as defined in the Consent Decree),
- \$525,000 (plus accrued Interest) three months from the Date of Entry,
- \$375,000 (plus accrued Interest) six months from the Date of Entry,
- \$445,000 (plus accrued Interest) twelve months from the Date of Entry,
- \$445,000 (plus accrued Interest) eighteen months from the Date of Entry,
- \$445,000 (plus accrued Interest), minus the Credit Amount, twenty-four months from the Date of Entry.

WHEREAS, pursuant to Paragraph 24 of the Consent Decree, Atlas and Lewis are required to immediately pay all remaining installments and interest if Atlas and Lewis fail to make any of the required installment payments.

WHEREAS, the payment obligations of Paragraphs 5 and 24 of the Consent Decree shall be referred to herein as the "Payment Obligations."

WHEREAS, AP is a Vermont limited liability company created on August 1, 2002.

WHEREAS, AP covenants that it is lawfully seized of the property located at 245 Benmont Avenue, Bennington, Vermont, as described in more detail at Exhibit A hereto,

which was transferred to it by deed recorded on or about August 12, 2002, at Book 385, page 19, of the Bennington Town Clerk's Office, Bennington Town Hall, 205 South Street, Bennington, Vermont 05201, and which shall be referred to herein as the Property.

WHEREAS, AP has represented to the United States that, through the date of its execution of this Agreement, it has paid all past due taxes and assessments with respect to the Property.

WHEREAS, AP has represented to the United States that, to the best of its information and belief, there were no mortgages, liens or other encumbrances on the Property at the time it executed this Agreement.

WHEREAS, the Payment Obligations are to be secured by a mortgage on the Property (the "Mortgage"), as set forth herein.

WHEREAS, this Agreement is to be appended to the Consent Decree as a part of Appendix E.

WHEREAS, M. Leonard Lewis, the managing Member of AP, represents that he is fully empowered and authorized to mortgage and pledge the Property to secure the Payment Obligations.

NOW THEREFORE, in consideration of the foregoing and for other good and sufficient consideration to each of the parties hereto, AP, Atlas, Lewis and the United States hereby agree as follows:

1. AP, within 30 days of the Court's approval of the Consent Decree, shall record with the Bennington Town Clerk's Office, Bennington Town Hall, 205 South Street, Bennington, Vermont 05201, a Mortgage with mortgage covenants, in the form attached hereto as Exhibit B, to secure the payment by Lewis and Atlas of the Payment Obligations to the United States and shall, within 15 days of recording the Mortgage, provide to Lewis, Atlas and the United States a certified copy of the recorded Mortgage

showing the clerk's recording stamps. Within 30 days of recording the Mortgage, AP shall provide to Lewis, Atlas and the United States a certified copy of the recorded Mortgage evidencing the stamped registry book and page number or other final recording information.

2. AP agrees that it will not transfer, convey, sell or encumber the Property or any interest in the Property, from the date that it executes this Agreement until after it has recorded the Mortgage pursuant to Paragraph 1.

3. AP agrees that it will pay all taxes and assessments on the Property in a timely manner from the date that it executes this Agreement until such time as the United States discharges the Mortgage pursuant to the terms of Paragraph 5 below.

4. AP agrees and consents to the United States's foreclosure and sale at public auction of the Property in the event that Atlas and Lewis fail to fully satisfy the Payment Obligations and to the use of the proceeds from the sale of the Property toward satisfying the Payment Obligations.

5. Within 30 days of the date that Atlas and Lewis have reduced their Payment Obligations to an amount less than or equal to \$950,000, the United States will provide AP with a discharge of the Mortgage in a form appropriate for recording at the applicable registry of deeds. However, if the United States has agreed to subordinate its rights under the deed of trust provided by the Tri-Villa Trust to the United States with respect to the three parcels of property located at 1350 Ladera Circle, Palm Springs, CA 92262 (Lots 24 and 25 of Vista Las Palmas No. 1 and Lot 18 of Vista Las Palmas No. 2), pursuant to the Agreement by Tri-Villa Trust to Provide Deed of Trust entered into by the Tri-Villa Trust, Atlas, Lewis and the United States ("Tri-Villa Trust Agreement"), the United States will discharge the Mortgage within 30 days of that date that Atlas and Lewis have reduced their Payment Obligations to an amount equal to \$950,000 minus the total amount by which the deed of trust provided by the Tri-Villa Trust has been

subordinated.

6. If any person loans funds to or for the use of Atlas or Lewis that are used to pay all or a portion of the Payment Obligations and such loan(s) is/are secured or partly secured by the Property, the United States agrees to subordinate its rights under the Mortgage to such security interest(s), but only in an amount equal to the sum of (a) the amount of the loan proceeds that are used to pay the United States in order to satisfy all or a portion of the Payment Obligations and (b) the reasonable closing costs in connection with such loan transaction(s).

7. A. The United States agrees to cooperate in any *bona fide* sale of all or some of the Property, including as necessary the release of the Mortgage on the Property, provided either:

- (i) The proceeds of the sale are used only for reasonable closing costs and to satisfy all remaining Payment Obligations; or
- (ii) The proceeds of the sale are used only for reasonable closing costs and to reduce the remaining Payment Obligations to an amount that is less than or equal to \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust; or
- (iii) The proceeds of the sale are used only for reasonable closing costs and to reduce the remaining Payment Obligations to an amount that is greater than \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust, provided that the United States shall not be required to cooperate in such a sale under this Section 7(A)(iii) if the United States has determined that

any remaining Payment Obligations will not be adequately secured either by other mortgages provided to the United States at the same time as the Mortgage provided by this Agreement or by additional security provided to the United States on or before the closing of the sale.

B. In the event of a sale triggering the United States's obligation to cooperate as set forth in Sections 7(A)(i), (ii) or (iii), AP shall have the option either (1) to use the net proceeds (i.e., the proceeds remaining after payment of reasonable closing costs) to prepay in whole or in part any remaining Payment Obligations or (2) to place the net proceeds in an escrow account established pursuant to escrow instructions mutually agreeable to the United States, AP, ATC and Lewis. In the event an escrow account is set up, (a) AP or its designee shall be immediately entitled to, and shall have no obligation to place into escrow, any net proceeds that are in excess of the remaining Payment Obligations due on or after the closing date for the sale of the Property, (b) all interest on sums placed in the escrow account shall accrue solely for the benefit of AP and shall be payable to AP or its designee as it accrues, (c) all principal amounts placed in escrow shall be paid out of escrow to the United States to satisfy Payment Obligations as they come due and (d) any remaining principal shall be paid out of the escrow fund to AP or its designee as soon as the remaining Payment Obligations have been reduced to an amount that is less than or equal to \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust.

8. If the United States determines, based on a title search conducted at any time prior to 60 days after the recording of the Mortgage, that any mortgage, lien, or other encumbrance was placed on the Property prior to the recording of the Mortgage and that such mortgage, lien or other encumbrance would in any way diminish the value of the security interest obtained by the United States pursuant to the Mortgage or would

otherwise affect the rights of the United States pursuant to the Mortgage, Atlas and Lewis shall, if the United States so requests, either (1) cause the holders of such prior interests to subordinate such interests to the Mortgage within 60 days of the United States's request or (2) cause the owners of an alternative property approved by the United States, having a value (net of any encumbrances) equal to or greater than the value of the Property (excluding any encumbrances), to provide a mortgage with respect to such property, to secure the Payment Obligations, within 90 days of the United States's request.

9. Nothing contained in this agreement amends or alters any provision of the Mortgage attached hereto as Exhibit B.

ASSENTED TO:
AMORY PACIFIC, LLC

by

Member Aug 2 2005
M. Leonard Lewis Date
Managing Member
Amory Pacific, LLC

ATLAS TACK CORPORATION

president And not individually
M. Leonard Lewis Date Aug 2 2005
President
Atlas Tack Corporation

M. LEONARD LEWIS

Aug 2 2005
M. Leonard Lewis Date

UNITED STATES OF AMERICA:

Sue Ellen Wooldridge
Assistant Attorney General
Environment and Natural Resources Division

Donald G. Frankel
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
Department of Justice
One Gateway Center, Suite 616
Newton, MA 02458
(617) 450-0442

12/9/05
Date

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL that certain parcel of land lying in the Town of Bennington, County of Bennington, State of Vermont being more fully bounded and described as follows:

BEGINNING at a point in the east line of Benmont Avenue, the said point of beginning is at the southwest corner of lands now or formerly of Santarcangelo (Book 191, page 34): running thence

- (1) along Santarcangelo SOUTH 65°-59'-00" EAST 164.72 feet, thence
- (2) along lands now or formerly of Vermont Railroad SOUTH 18°49'-00" WEST 1131.37 feet to an iron rod set, thence
- (3) over and through lands of the grantor NORTH 64°-07'-00" WEST 265.93 feet to an iron rod set, thence
- (4) along the east line of Benmont Avenue the following four courses, namely:
 - (5) NORTH 24°-02'-00" EAST 229.49 feet, thence
 - (6) NORTH 23°-01'-30" EAST 188.71 feet, thence
 - (7) NORTH 24°-00'-50" EAST 445.27 feet, thence
 - (8) NORTH 24°-24'-40" EAST 254.62 feet to the point of beginning.

CONTAINING 5.576 more or less acres.

EXHIBIT B

MORTGAGE TO BE RECORDED BY AMORY PACIFIC, LLC

MORTGAGE

This security instrument secures to the UNITED STATES OF AMERICA ("Mortgagee" or "United States"), for valuable consideration, (1) the payment of the Payment Obligations of the Atlas Tack Corporation ("Atlas") and M. Leonard Lewis ("Lewis") to the United States, as described below, and (2) the performance by AMORY PACIFIC, LLC, a Vermont Limited Liability Corporation, with offices at 266 Beacon Street, Boston, Massachusetts 02116 ("Mortgagor") of its covenants and agreements under this security instrument. For this purpose, Mortgagor does hereby mortgage, grant and convey to the Mortgagee, with power of sale, the Property described below.

Mortgagor covenants that it is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Description of Property

ALL that certain parcel of land with all improvements now or hereafter erected thereon (including all replacements and additions), situated at 245 Benmont Avenue, in the Town of Bennington, County of Bennington, State of Vermont, being more fully described as follows:

BEGINNING at a point in the east line of Benmont Avenue, the said point of beginning is at the southwest corner of lands now or formerly of Santarcangelo (Book 191, page 34): running thence

- (1) along Santarcangelo SOUTH 65°-59'-00" EAST 164.72 feet, thence
- (2) along lands now or formerly of Vermont Railroad SOUTH 18°49'-00" WEST 1131.37 feet to an iron rod set, thence
- (3) over and through lands of the grantor NORTH 64°-07'-00" WEST 265.93 feet to an iron rod set, thence
- (4) along the east line of Benmont Avenue the following four courses, namely:
 - (5) NORTH 24°-02'-00" EAST 229.49 feet, thence
 - (6) NORTH 23°-01'-30" EAST 188.71 feet, thence
 - (7) NORTH 24°-00'-50" EAST 445.27 feet, thence
 - (8) NORTH 24°-24'-40" EAST 254.62 feet to the point of beginning.

CONTAINING 5.576 more or less acres.

Description of Payment Obligations

The Payment Obligations are the obligations of Atlas and Lewis to make payments to the United States as set forth in Paragraphs 5 and 24 of the consent decree in United States v. Atlas Tack Corporation, 03 CV 11601 WGY (D. Mass.) and Atlas Tack Corporation v. Town of Fairhaven, 01 CV 10501 WGY (D. Mass.) ("Consent Decree"), entered by the United States District Court for the District of Massachusetts on _____, 2005

General Provisions

1. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this security instrument.

2. Mortgagee shall give notice to Mortgagor prior to acceleration following the breach by Atlas/Lewis of any of their Payment Obligations or the breach by Mortgagor of any of its covenants or agreements under this security instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this security instrument and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, the Mortgagee at its option may require immediate payment in full of all sums secured by this security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Mortgagee invokes the power of sale, and the Property is judicially ordered to be sold pursuant to such power, Mortgagee shall mail a copy of a notice of sale by registered mail to Mortgagor at the address set forth above or to any other address that Mortgagor has delivered to Mortgagee in writing for that purpose. Mortgagee shall publish the notice of sale for the time and in the manner required by applicable law and, without further demand on Mortgagor, the Property shall be sold at the time and under the terms designated by the court and in the notice of sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this security instrument; and (c) any excess to the person or persons legally entitled to it.

Notices

Notices to the Mortgagee shall be sent to Donald G. Frankel, U.S. Department of Justice, One Gateway Center, Suite 616, Newton, MA 02458.

Notice to the Mortgagor shall be sent to Amory Pacific, LLC, 266 Beacon Street, Second Floor, Boston, MA 02116.

Witness:

Date

AMORY PACIFIC, LLC

By: M. Leonard Lewis Date
Managing Member
Amory Pacific, LLC

STATE OF _____
COUNTY OF _____

At _____ in said County on this the _____ Day of _____, 2005,
personally appeared (Grantor) and he acknowledged the foregoing signature on this instrument to
be his free act and deed.

Before me, _____
Notary Public
Commission expires: _____

Appendix E3

AGREEMENT BY LA MAISON, LLC TO PROVIDE MORTGAGE

WHEREAS, this agreement is entered into by the Atlas Tack Corporation ("Atlas"), M. Leonard Lewis ("Lewis"), La Maison, LLC ("LM"), and the United States of America ("United States").

WHEREAS, pursuant to Paragraph 5 of the consent decree in United States v. Atlas Tack Corporation, 03 CV 11601 WGY (D. Mass.) and Atlas Tack Corporation v. Town of Fairhaven, 01 CV 10501 WGY (D. Mass.) ("Consent Decree"), Atlas and Lewis are obligated to make payments to the United States in the total principal amount of \$2,335,000 plus Interest (as defined in the Consent Decree), minus the Credit Amount (as defined in the Consent Decree), in six installments to be paid over a two-year period, as follows:

- \$100,000 (plus accrued Interest) thirty days from the Date of Entry (as defined in the Consent Decree),
- \$525,000 (plus accrued Interest) three months from the Date of Entry,
- \$375,000 (plus accrued Interest) six months from the Date of Entry,
- \$445,000 (plus accrued Interest) twelve months from the Date of Entry,
- \$445,000 (plus accrued Interest) eighteen months from the Date of Entry,
- \$445,000 (plus accrued Interest), minus the Credit Amount, twenty-four months from the Date of Entry.

WHEREAS, pursuant to Paragraph 24 of the Consent Decree, Atlas and Lewis are required to immediately pay all remaining installments and interest if Atlas and Lewis fail to make any of the required installment payments.

WHEREAS, the payment obligations of Paragraphs 5 and 24 of the Consent Decree shall be referred to herein as the "Payment Obligations."

WHEREAS, LM is a Vermont limited liability company created on August 1, 2002.

WHEREAS, LM covenants that it is lawfully seized of the property located at 236 Benmont Avenue, Bennington, Vermont, as described in more detail at Exhibit A hereto,

which was transferred to it by deed recorded on or about August 12, 2002, at Book 385, page 20, of the Bennington Town Clerk's Office, Bennington Town Hall, 205 South Street, Bennington, Vermont 05201, and which shall be referred to herein as the Property.

WHEREAS, LM has represented to the United States that, through the date of its execution of this Agreement, it has paid all past due taxes and assessments with respect to the Property.

WHEREAS, LM has represented to the United States that, to the best of its information and belief, there were no mortgages, liens or other encumbrances on the Property at the time it executed this Agreement.

WHEREAS, the Payment Obligations are to be secured by a mortgage on the Property (the "Mortgage"), as set forth herein.

WHEREAS, this Agreement is to be appended to the Consent Decree as a part of Appendix E.

WHEREAS, M. Leonard Lewis, the managing Member of LM, represents that he is fully empowered and authorized to mortgage and pledge the Property to secure the Payment Obligations.

NOW THEREFORE, in consideration of the foregoing and for other good and sufficient consideration to each of the parties hereto, LM, Atlas, Lewis and the United States hereby agree as follows:

1. LM, within 30 days of the Court's approval of the Consent Decree, shall record with the Bennington Town Clerk's Office, Bennington Town Hall, 205 South Street, Bennington, Vermont 05201, a Mortgage with mortgage covenants, in the form attached hereto as Exhibit B, to secure the payment by Lewis and Atlas of the Payment Obligations to the United States and shall, within 15 days of recording the Mortgage, provide to Lewis, Atlas and the United States a certified copy of the recorded Mortgage

showing the clerk's recording stamps. Within 30 days of recording the Mortgage, LM shall provide to Lewis, Atlas and the United States a certified copy of the recorded Mortgage evidencing the stamped registry book and page number or other final recording information.

2. LM agrees that it will not transfer, convey, sell or encumber the Property or any interest in the Property, from the date that it executes this Agreement until after it has recorded the Mortgage pursuant to Paragraph 1.

3. LM agrees that it will pay all taxes and assessments on the Property in a timely manner from the date that it executes this Agreement until such time as the United States discharges the Mortgage pursuant to the terms of Paragraph 5 below.

4. LM agrees and consents to the United States's foreclosure and sale at public auction of the Property in the event that Atlas and Lewis fail to fully satisfy the Payment Obligations and to the use of the proceeds from the sale of the Property toward satisfying the Payment Obligations.

5. Within 30 days of the date that Atlas and Lewis have reduced their Payment Obligations to an amount less than or equal to \$950,000, the United States will provide LM with a discharge of the Mortgage in a form appropriate for recording at the applicable registry of deeds. However, if the United States has agreed to subordinate its rights under the deed of trust provided by the Tri-Villa Trust to the United States with respect to the three parcels of property located at 1350 Ladera Circle, Palm Springs, CA 92262 (Lots 24 and 25 of Vista Las Palmas No. 1 and Lot 18 of Vista Las Palmas No. 2), pursuant to the Agreement by Tri-Villa Trust to Provide Deed of Trust entered into by the Tri-Villa Trust, Atlas, Lewis and the United States ("Tri-Villa Trust Agreement"), the United States will discharge the Mortgage within 30 days of that date that Atlas and Lewis have reduced their Payment Obligations to an amount equal to \$950,000 minus the total amount by which the deed of trust provided by the Tri-Villa Trust has been

subordinated.

6. If any person loans funds to or for the use of Atlas or Lewis that are used to pay all or a portion of the Payment Obligations and such loan(s) is/are secured or partly secured by the Property, the United States agrees to subordinate its rights under the Mortgage to such security interest(s), but only in an amount equal to the sum of (a) the amount of the loan proceeds that are used to pay the United States in order to satisfy all or a portion of the Payment Obligations and (b) the reasonable closing costs in connection with such loan transaction(s).

7. A. The United States agrees to cooperate in any *bona fide* sale of all or some of the Property, including as necessary the release of the Mortgage on the Property, provided either:

- (i) The proceeds of the sale are used only for reasonable closing costs and to satisfy all remaining Payment Obligations; or
- (ii) The proceeds of the sale are used only for reasonable closing costs and to reduce the remaining Payment Obligations to an amount that is less than or equal to \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust; or
- (iii) The proceeds of the sale are used only for reasonable closing costs and to reduce the remaining Payment Obligations to an amount that is greater than \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust, provided that the United States shall not be required to cooperate in such a sale under this Section 7(A)(iii) if the United States has determined that

any remaining Payment Obligations will not be adequately secured either by other mortgages provided to the United States at the same time as the Mortgage provided by this Agreement or by additional security provided to the United States on or before the closing of the sale.

B. In the event of a sale triggering the United States's obligation to cooperate as set forth in Sections 7(A)(i), (ii) or (iii), LM shall have the option either (1) to use the net proceeds (i.e., the proceeds remaining after payment of reasonable closing costs) to prepay in whole or in part any remaining Payment Obligations or (2) to place the net proceeds in an escrow account established pursuant to escrow instructions mutually agreeable to the United States, LM, ATC and Lewis. In the event an escrow account is set up, (a) LM or its designee shall be immediately entitled to, and shall have no obligation to place into escrow, any net proceeds that are in excess of the remaining Payment Obligations due on or after the closing date for the sale of the Property, (b) all interest on sums placed in the escrow account shall accrue solely for the benefit of LM and shall be payable to LM or its designee as it accrues, (c) all principal amounts placed in escrow shall be paid out of escrow to the United States to satisfy Payment Obligations as they come due and (d) any remaining principal shall be paid out of the escrow fund to LM or its designee as soon as the remaining Payment Obligations have been reduced to an amount that is less than or equal to \$950,000 minus the total amount, if any, by which the United States has agreed, pursuant to the Tri-Villa Trust Agreement, to subordinate the deed of trust with respect to the property owned by the Tri-Villa Trust.

8. If the United States determines, based on a title search conducted at any time prior to 60 days after the recording of the Mortgage, that any mortgage, lien, or other encumbrance was placed on the Property prior to the recording of the Mortgage and that such mortgage, lien or other encumbrance would in any way diminish the value of the security interest obtained by the United States pursuant to the Mortgage or would

otherwise affect the rights of the United States pursuant to the Mortgage, Atlas and Lewis shall, if the United States so requests, either (1) cause the holders of such prior interests to subordinate such interests to the Mortgage within 60 days of the United States's request or (2) cause the owners of an alternative property approved by the United States, having a value (net of any encumbrances) equal to or greater than the value of the Property (excluding any encumbrances), to provide a mortgage with respect to such property, to secure the Payment Obligations, within 90 days of the United States's request.

9. Nothing contained in this agreement amends or alters any provision of the Mortgage attached hereto as Exhibit B.

ASSENTED TO:

LA MAISON, LLC

by:

M. Leonard Lewis
Managing Member
La Maison, LLC

member Aug 2 2005
Date

ATLAS TACK CORPORATION

b

M. Leonard Lewis
President
Atlas Tack Corporation

president and not individually
Date Aug 2 2005

M. LEONARD LEWIS

M. Leonard Lewis

Aug 2 2005
Date

UNITED STATES OF AMERICA:

Sue Ellen Wooldridge
Assistant Attorney General
Environment and Natural Resources Division

Donald G. Frankel
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
Department of Justice
One Gateway Center, Suite 616
Newton, MA 02458
(617) 450-0442

12/9/05

Date

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL that certain parcel of land with all improvements located thereon situated at 236 Benmont Avenue, in the Town of Bennington, County of Bennington, State of Vermont being more fully bounded and described as follows:

BEGINNING at a point in the west line of Benmont Avenue, the said point of beginning is at the northeast corner of lands now or formerly of Jewitt (Book 282, page 44): running thence

(1) along lands of Jewitt NORTH 65°-59'-00" WEST 176.39 feet, thence along the east edge of the Walloomsac River the following two courses,

(2) NORTH 23°-38'-30" WEST 27.50 feet, thence

(3) NORTH 19°-36'-30" WEST 119.63 feet, thence

(4) over and through the lands of the grantor SOUTH 65°-46'-00" EAST 278.56 feet to a railroad spike set, passing through an iron rod set at 6 feet, thence

(5) along the west line of Benmont Avenue SOUTH 23°-38'-20" WEST 104.06 feet to the point of beginning.

CONTAINING 0.548 more or less acres

EXHIBIT B

MORTGAGE TO BE RECORDED BY LA MAISON, LLC

MORTGAGE

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CONTAINING 0.548 more or less acres

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Notices to the Mortgagor shall be sent to La Maison, LLC, 266 Beacon Street, Second Floor, Boston, MA 02116.

Witness:

Date

LA MAISON, LLC

By: M. Leonard Lewis Date
Managing Member
La Maison, LLC

STATE OF _____
COUNTY OF _____

At _____ in said County on this the _____ Day of _____, 2005,
personally appeared (Grantor) and he acknowledged the foregoing signature on this instrument to
be his free act and deed.

Before me, _____
Notary Public
Commission expires: _____

Appendix F

APPENDIX F

ADDITIONAL SETTLING DEFENDANTS

1. Ann Marie Lewis (wife of M. Leonard Lewis)
2. Barbara E. Lewis Rubin (daughter of M. Leonard Lewis)
3. James Edward Lewis (son of M. Leonard Lewis)
4. The following affiliated corporations of Atlas: GNI, Inc., Great Northern Industries, Inc., BMW, Inc., Ben-Mont Corporation, William G. Johnston Co., Miers-Johnston Printing Corp., Johnston Business Forms, Inc., Boston Plate & Window Glass Co., Brook Molding Corp., and Dalbolt, Inc.

Appendix G

APPENDIX G

